

Montana Fish, Wildlife and Parks Beckman WMA Grazing Lease EA PO Box 938 Lewistown, MT 59457 Phone 406-538-4658

March 31, 2017

#### Dear Interested Parties:

Montana Fish, Wildlife and Parks (MFWP) is proposing to renew a cooperative grazing lease on 4,921 acres of the Beckman Wildlife Management Area (WMA) and adjoining 2,695 acres of the Roe Ranch, northeast of Denton, MT. This lease agreement would continue the use of prescriptive livestock grazing as a habitat management tool on the WMA while positively influencing privately managed wildlife habitat.

The Department is currently seeking review and public comment on the Draft Environmental Assessment (EA) for this proposed grazing lease renewal. The EA may be obtained by viewing MFWP's internet website <a href="http://fwp.mt.gov/news/publicNotices/">http://fwp.mt.gov/news/publicNotices/</a>. Hard copies or CD copies of these documents are available via e-mailing <a href="http://fwp.mt.gov/news/publicNotices/">http://fwp.mt.gov/news/publicNotices/</a>. Hard copies or CD copies of these documents are available via e-mailing <a href="https://lhaipek@mt.gov">https://lhaipek@mt.gov</a>, by phoning (406) 454-5840, or by written request to Region 4 FWP, 4600 Giant Springs Road, Great Falls, 59405. Comments may be made online on the EA webpage or may be directed by mail to the address above or e-mailed to <a href="mailto:gtaylor@mt.gov">gtaylor@mt.gov</a>. Comments must be received by MFWP no later than 5:00pm on April 30, 2017.

As part of the decision-making process under the Montana Environmental Policy Act (MEPA), I expect to issue the Decision Notice for this EA soon following the end of the comment period. The Drat EA will be considered as final if no substantive comments are received by the deadline listed above. The Montana Fish and Wildlife Commission has the final decision-making authority over WMA grazing leases.

Sincerely,

Gary Bertellotti

Regional Supervisor



# **Draft Environmental Assessment**

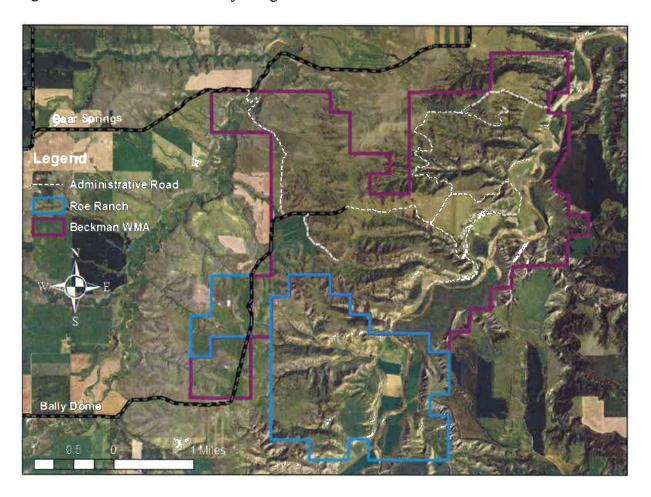
BECKMAN WILDLIFE MANAGEMENT AREA – ROE RANCH COOPERATIVE HABITAT MANAGEMENT AGREEMENT

# PART I. PROPOSED ACTION DESCRIPTION

# 1. Type of proposed state action:

Montana Fish, Wildlife, and Parks (MFWP) proposes to renew a grazing lease on 4,921 acres of the Beckman Wildlife Management Area (WMA) and adjoining 2,695 acres of the Roe Ranch (Figure 1). This lease agreement would continue the use of prescriptive livestock grazing as a habitat management tool on the WMA while positively influencing privately managed wildlife habitat.

Figure 1. Beckman WMA and adjoining Roe Ranch.



### 2. Agency authority for the proposed action:

MFWP has the authority under Section 87-1-210 MCA to protect, enhance, and regulate the use of Montana's fish and wildlife resources for public benefit now and in the future. Also, in accordance with the Montana Environmental Policy Act (MEPA), MFWP is required to assess the impacts that any proposal or project might have on the natural and human environments. Additionally, MFWP's land lease-out policy, as it pertains to the disposition of interest in Department lands (89-1-209) requires and Environmental Assessment (EA) to be written for all new grazing leases, lease extensions or lease renewals.

## 3. Name of Project:

Beckman WMA – Roe Ranch Cooperative Habitat Management Agreement

# 4. Anticipated Schedule:

Estimated Commencement Date: April 1, 2018

Estimated Completion Date: December 31, 2023

## 5. Location affected by proposed action:

The 6,600 acre Beckman WMA is located in central Montana along the Judith River in Fergus County.

Legal Description:

Fergus County. 4,921 acres. (FWP-owned)

T19N R16E Sections 27, 28, 29, 31, 32, 33, 34

T18N R16E Sections 3, 4, 5, 6, 9

T18N R15E Sections 1, 12

Fergus County. 2,695 acres. (Roe Ranch-owned)

T18N R15E Sections 1 and 12

T18N R16E Sections 6, 7, 8, 9, 16, 17, 18

## 6. Project size:

	<u>Acres</u>	0		Acres
(a) Developed: Residential	<u>0</u>	(d)	Floodplain	<u>1,200</u>
Industrial	<u>0</u>	(e)	Productive: Irrigated cropland (hay)	<u>318</u>
(b) Open Space/ Woodlands/Recreation	<u>7,616</u>		Dry cropland Conifer timber	<u>0</u> <u>690</u>
(c) Wetlands/Riparian Areas	<u>320</u>		Upland range Other	<u>5,088</u> <u>0</u>

# 7. Permits, Funding & Overlapping Jurisdictions:

(a) Permits: None required

(b) Funding: N/A

(c) Other Overlapping or Additional Jurisdictional Responsibilities: None

#### 8. Narrative summary of the proposed action:

In 2006, MFWP and the Roe Ranch entered into a cooperative habitat management agreement that created a grazing system on a portion of the Beckman WMA with the entire Roe Ranch. The Roe Ranch, located immediately south of the Beckman WMA, comprises a sizable, important portion of the overall habitat complex used by much of the wildlife that inhabit the Beckman WMA. However, by necessity, the ranch had a history of high (cattle) stocking rates, as did the property that is now the Beckman WMA, which had a negative impact on some of the native plant communities.

Montana Fish, Wildlife, and Parks, in cooperation with the Roe Ranch, developed a coordinated restrotation grazing system to enhance wildlife habitat on both the Beckman WMA and Roe Ranch for public benefit. Specifically, the grazing system was designed to improve habitat quality and quantity for a variety of wildlife species, particularly mule and white-tailed deer, sharp-tailed grouse, Merriam's turkeys, and ring-necked pheasants.

To facilitate habitat improvements, the grazing system incorporated approximately ½ of the animal unit months (AUMs) of cattle grazing that historically occurred on the same area of land. In addition, the Roe Ranch no longer received season-long or growing season use by livestock. Instead, the ranch was only grazed during winter, every other year, or during early springs every third year. On the WMA, livestock were rotated on certain key pastures at precise times to ensure that the condition of the upland and riparian plant communities improved. This included growing season, deferred and year-long rest treatments.

Creation of this cooperative grazing system required new infrastructure, which included fence construction and water development on both the WMA and on the Roe Ranch. Montana Fish, Wildlife, and Parks was responsible for infrastructure development on WMA lands, and the Roe Ranch was responsible for infrastructure development on privately-owned lands. Once the construction phase was completed, the grazing system commenced in the spring of 2009.

This grazing system reduced overall cattle grazing on seven miles of riparian vegetation along the Judith River and Warm Spring Creek (approximately 1200 acres of river/creek bottom vegetation), with the goal of increasing quantity and quality of cottonwood and willow dominated plant communities, which would directly benefit white-tailed deer, mule deer, Hungarian partridge, ring-necked pheasants, Merriam's turkeys, mourning doves, and numerous non-game wildlife species. Goals for the uplands included improving condition of woody shrub vegetation in woody draws, condition of grassland vegetation, and increased grass residual, which would directly benefit mule deer, white-tailed deer, sharp-tailed grouse and Merriam's turkeys.

Although started, evaluations to determine changes to the cottonwood and willow dominated plant communities, woody shrub vegetation in woody draws, condition of grassland vegetation, and grass

residual cover are not complete at this time. The Department needs to complete these evaluations to ensure the goals of this original cooperative habitat management agreement are being met.

Montana Fish, Wildlife, and Parks is proposing to extend the existing cooperative grazing lease until December 31, 2023. During the proposed lease extension, MFWP intends to complete a review of the habitat goals set forth in the original agreement. Results of these evaluations will consider the role of livestock grazing and the condition of upland and riparian habitats, among other WMA management components.

See Appendix A for specific descriptions of the cooperative grazing lease, grazing prescriptions by pasture, as well as enumeration of additional services that include terms of payment and services provided.

# 9. Description and analysis of reasonable alternatives:

### **Alternative A: No Action**

Under the no action alternative, the grazing lease would not be extended and no livestock grazing would occur on the Beckman WMA. Montana Fish, Wildlife, and Parks may have to re-fence the boundary that is currently in exchange-of-use. The cooperating Roe Ranch would need to change their ranch operations again, which could include returning to season-long grazing and increasing herd size, ultimately deteriorating the habitat values for big game, upland game birds, and other wildlife species. Additionally, the Roe Ranch may remove free public hunting access on their property.

There would be some increased maintenance costs to MFWP related to monitoring boundary fences if the grazing lease is not extended, as grazing system infrastructure is currently monitored and maintained by the Lessee.

For a period of time, the absence of grazing would increase residual grass cover, which would likely provide additional nesting cover for waterfowl, upland game birds and grassland birds. However, over time, the absence of grazing may reduce the availability, palatability, and vigor of vegetation for ungulates and other herbivores. As a result, deer and other big game could increase use of adjacent private land pastures, reducing hunting opportunity on the Beckman WMA and potentially increasing game damage problems on adjacent private lands. The absence of grazing could also result in an increase in fire fuels and wildfire risk.

If the No Action alternative is chosen, MFWP would continue to manage the Beckman WMA for the benefit of wildlife species and for public access. Current services and maintenance of the Beckman WMA would continue. No impacts to environmental or human resources would be expected to occur as a result of livestock grazing given that the area would not be grazed by livestock

### **Alternative B: Proposed Action**

Under the proposed alternative, the grazing lease would be extended on a portion of the Beckman WMA for an additional three years. The WMA would continue to receive grazing treatments through a cooperative grazing agreement with the neighboring Roe Ranch which prescribes timed, rest-rotation grazing that meets or exceeds MFWP's Grazing Standards throughout a given calendar year.

Grazing treatments would continue to be prescribed to facilitate plant root development and maintenance, as well as seedling establishment of desirable plant species, by utilizing grazing treatments that are either deferred through post-seed ripe, fall, or winter grazing, or by prescribing complete rest from grazing for the entire year. Growing season grazing would be prescribed every third year on only a portion of the entire grazing system.

The Roe Ranch would continue to receive growing season rest in all of its pastures every year, except for in the spring of every third year, where its spring pasture would receive a short amount (i.e., month of May) of growing season grazing before livestock would be turned into the scheduled summer pasture.

The WMA pastures would continue to receive growing season rest in all of its pastures every year, except for the three summer pastures, where growing season grazing would occur once every three years. Each of the two WMA spring pastures would receive spring grazing only once every three years where a short amount of growing season grazing would occur before livestock would be turned into the scheduled summer pasture.

Pastures grazed would reduce residual grass cover which would likely reduce the amount or quality of nesting cover for some grassland birds and upland nesting game birds in the grazed pastures. These pastures would have an opportunity to recover and regain their residual grass cover (and benefit upland game birds) in rested years. Grazing would likely increase spring and summer green-up vegetation conditions for mule deer and other wildlife species. Grazing could result in a decrease in fire fuels and wildfire risk.

There would be some continued maintenance costs related to monitoring grazing and maintaining cross fencing on this WMA if the grazing lease is renewed. Maintenance would continue to be provided by the Lessee.

## PART II. ENVIRONMENTAL REVIEW CHECKLIST

Below is the evaluation of the impacts of the Proposed Action.

# A. PHYSICAL ENVIRONMENT

1. LAND RESOURCES				MPACT *		
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Soil instability or changes in geologic substructure?		Х				
b. Disruption, displacement, erosion, compaction, moisture loss, or over-covering of soil, which would reduce productivity or fertility?			Х			lb
c. Destruction, covering or modification of any unique geologic or physical features?		X				
d. Changes in siltation, deposition or erosion patterns that may modify the channel of a river or stream or the bed or shore of a lake?		Х				
e. Exposure of people or property to earthquakes, landslides, ground failure, or other natural hazard?		Х				

1b. Some impacts to soil conditions may occur due to trampling, creation of cattle trails, or grazing in localized areas (particularly around water sources). Hoof action from livestock grazing can have positive effects on soil quality by breaking down old residual vegetative material, thus returning nutrients to the soil. This grazing system should continue to maintain or improve vegetative cover, and maintain or increase riparian vegetation, which should also significantly reduce, or minimize soil erosion for the long-term.

2. AIR			]	MPACT *		
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Emission of air pollutants or deterioration of ambient air quality? (Also see 13 (c).)		х			(A)	
b. Creation of objectionable odors?		Х				
c. Alteration of air movement, moisture, or temperature patterns or any change in climate, either locally or regionally?		X				
d. Adverse effects on vegetation, including crops, due to increased emissions of pollutants?		х				
e. For P-R/D-J projects, will the project result in any discharge, which will conflict with federal or state air quality regulations? (Also see 2a.)		N/A				

No impacts are anticipated.

3. WATER			I	MPACT *		
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Discharge into surface water or any alteration of surface water quality including but not limited to temperature, dissolved oxygen or turbidity?			х			3a
b. Changes in drainage patterns or the rate and amount of surface runoff?			х			3b
c. Alteration of the course or magnitude of floodwater or other flows?		X				
d. Changes in the amount of surface water in any water body or creation of a new water body?		X				
e. Exposure of people or property to water related hazards such as flooding?		х				
f. Changes in the quality of groundwater?		X				
g. Changes in the quantity of groundwater?		X				
h. Increase in risk of contamination of surface or groundwater?		Х				
i. Effects on any existing water right or reservation?		Х				
j. Effects on other water users as a result of any alteration in surface or groundwater quality?		х				
k. Effects on other users as a result of any alteration in surface or groundwater quantity?		х				
For P-R/D-J, will the project affect a designated floodplain? (Also see 3c.)	8	N/A				
m. For P-R/D-J, will the project result in any discharge that will affect federal or state water quality regulations? (Also see 3a.)		N/A				

3a/b. While livestock grazing on floodplains and along the banks of rivers, as well as livestock wading into and crossing rivers, may increase runoff and turbidity, the low stocking rates and grazing only 1/3 of the pastures along the Judith River floodplain for a short period of time each spring should minimize impacts on the Judith River's water quality, quantity, and distribution. Improvement of range conditions and residual cover from grazing in the uplands should maintain reduced runoff from the uplands, which should maintain water quality during summer and fall periods.

4. VEGETATION	IMPACT *						
Will the proposed action result in?	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index	
a. Changes in the diversity, productivity or abundance of plant species (including trees, shrubs, grass, crops, and aquatic plants)?			Х		No	4a	
b. Alteration of a plant community?			х		No	4b	
c. Adverse effects on any unique, rare, threatened, or endangered species?		Х					
d. Reduction in acreage or productivity of any agricultural land?		Х					
e. Establishment or spread of noxious weeds?			X		Yes	4e	
f. <u>For P-R/D-J</u> , will the project affect wetlands, or prime and unique farmland?		N/A					

4a/b. While vegetation cover and quantity would be decreased while livestock are grazing the area, vegetation quality should continue to increase as a result of periodically removing the residual, decadent plant material. Prescriptive grazing should continue to enhance the availability and palatability of forages in the area for both livestock and wildlife. Plant and soil disturbance from cattle grazing may enhance seed placement, germination, and seedling establishment for both native and nonnative plant species. The proposed grazing would be expected to reduce the potential fire danger through periodic removal of old standing vegetation. This grazing system should also improve cottonwood and willow plant communities in the riparian area.

4e. Cattle, other wildlife species, and flood events have a tendency to spread noxious weeds in this area. The Department currently manages noxious weeds on the Beckman WMA through chemical and biological control per the guidelines set forth in MFWP's 2008 Integrated Noxious Weed Management Plan. The acres grazed by the cattle would continue to be monitored for new weed infestations.

5. FISH/WILDLIFE				IMPACT *		
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Deterioration of critical fish or wildlife habitat?		X			A.	
b. Changes in the diversity or abundance of game animals or bird species?			X			5b
c. Changes in the diversity or abundance of nongame species?			х			5c
d. Introduction of new species into an area?		Х				
e. Creation of a barrier to the migration or movement of animals?		X				
f. Adverse effects on any unique, rare, threatened, or endangered species?		X				
g. Increase in conditions that stress wildlife populations or limit abundance (including harassment, legal or illegal harvest or other human activity)?		X				
h. For P-R/D-J, will the project be performed in any area in which T&E species are present, and will the project affect any T&E species or their habitat? (Also see 5f.)		N/A				
i. <u>For P-R/D-J</u> , will the project introduce or export any species not presently or historically occurring in the receiving location? (Also see 5d.)		N/A				

5 b/c. While livestock grazing activities would reduce the amount of forage in a particular pasture during the period that pasture is to be grazed, possibly temporarily displacing big game from that pasture area, it is expected that the proposed project would have a positive long-term impact on big game, particularly mule deer habitat throughout the grazing system. The expected short-term positive impact is that decadent residual vegetation would be removed, which should enhance spring green-up conditions and provide more palatable forage for grazing wildlife. Sufficient forage is available to mule deer and other big game on the remainder of the Beckman WMA and adjacent properties to offset any short-term loss of forage due to livestock. In regards to non-game impacts, the reduction in residual cover could have a short term impact on any ground nesting birds that may utilize the area, but long term rest rotation grazing would allow adjacent pastures to be rested and utilized by ground nesting birds. Increased occurrence and condition of cottonwood and willow (and other riparian) plant communities will increase habitat available for white-tailed deer, pheasants, Merriam's turkey, and other non-game animal and bird species.

# **B. HUMAN ENVIRONMENT**

6. NOISE/ELECTRICAL EFFECTS		IMPACT *						
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index		
a. Increases in existing noise levels?		Х						
b. Exposure of people to serve or nuisance noise levels?		Х						
c. Creation of electrostatic or electromagnetic effects that could be detrimental to human health or property?		Х						
d. Interference with radio or television reception and operation?		Х						

No impacts are anticipated.

7. LAND USE	IMPACT *						
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index	
a. Alteration of or interference with the productivity or profitability of the existing land use of an area?		X					
b. Conflicted with a designated natural area or area of unusual scientific or educational importance?		X					
c. Conflict with any existing land use whose presence would constrain or potentially prohibit the proposed action?		х					
d. Adverse effects on or relocation of residences?		Х					

No impacts are anticipated.

8. RISK/HEALTH HAZARDS			I	MPACT *		
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Risk of an explosion or release of hazardous substances (including, but not limited to oil, pesticides, chemicals, or radiation) in the event of an accident or other forms of disruption?		х				
b. Affect an existing emergency response or emergency evacuation plan, or create a need for a new plan?		Х				
c. Creation of any human health hazard or potential hazard?		Х				
d. For P-R/D-J, will any chemical toxicants be used? (Also see 8a)		N/A				
e. Other			X			8e

<sup>8</sup>e. Chemical and biological treatment is part of MFWP's weed management plan to limit the infestation of noxious weeds on its properties per the guidance of the 2008 Integrated Weed Management Plan. Weed treatment and storage and mixing of the chemicals would be in accordance with standard operating procedures.

8. RISK/HEALTH HAZARDS	IMPACT *						
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index	
a. Risk of an explosion or release of hazardous substances (including, but not limited to oil, pesticides, chemicals, or radiation) in the event of an accident or other forms of disruption?		х					
b. Affect an existing emergency response or emergency evacuation plan, or create a need for a new plan?		X					
c. Creation of any human health hazard or potential hazard?		X					
d. For P-R/D-J, will any chemical toxicants be used? (Also see 8a)		N/A					
e. Other		X	Х			_	

9. COMMUNITY IMPACT	IMPACT *							
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index		
a. Alteration of the location, distribution, density, or growth rate of the human population of an area?		х						
b. Alteration of the social structure of a community?		х						
c. Alteration of the level or distribution of employment or community or personal income?		х						
d. Changes in industrial or commercial activity?		Х						
e. Increased traffic hazards or effects on existing transportation facilities or patterns of movement of people and goods?			X			9e		

<sup>9</sup>e. Public use of the Beckman WMA and the Bally Dome (county) Road, has increased since the inception of the Beckman WMA in 1999. Implementing this habitat/grazing system will likely result in minor increased use of the Beckman WMA and the Roe Ranch on a seasonal basis. Increased use of, and impacts to, the Bally Dome Road are also expected to be seasonal and minor.

10. PUBLIC SERVICES/TAXES/UTILITIES				IMPACT *		
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index
a. Will the proposed action have an effect upon or result in a need for new or altered governmental services in any of the following areas: fire or police protection, schools, parks/recreational facilities, roads or other public maintenance, water supply, sewer or septic systems, solid waste disposal, health, or other governmental services? If any, specify:		х				
b. Will the proposed action have an effect upon the local or state tax base and revenues?		X				
c. Will the proposed action result in a need for new facilities or substantial alterations of any of the following utilities: electric power, natural gas, other fuel supply or distribution systems, or communications?		х			,	
d. Will the proposed action result in increased use of any energy source?		Х				
e. **Define projected revenue sources						10e
f. **Define projected maintenance costs.						10f

10e/f. No revenues are generated by the grazing lease on the Beckman WMA. No additional costs to MFWP are expected with the implementation of the proposed grazing lease, as the lessee would be responsible for maintenance of the pasture fences during the grazing period.

11. AESTHETICS/RECREATION	IMPACT *							
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index		
a. Alteration of any scenic vista or creation of an aesthetically offensive site or effect that is open to public view?			х			lla		
b. Alteration of the aesthetic character of a community or neighborhood?		Х						
c. Alteration of the quality or quantity of recreational/tourism opportunities and settings? (Attach Tourism Report.)			x			11c		
d. For P-R/D-J, will any designated or proposed wild or scenic rivers, trails or wilderness areas be impacted? (Also see 11a, 11c.)		Х						

<sup>11</sup>a/c. Domestic livestock and signs of livestock use on the Beckman WMA may be objectionable to some segments of the public. This proposed grazing system/lease will continue to provide enhanced wildlife viewing and hunting opportunities for the public.

12. CULTURAL/HISTORICAL RESOURCES	IMPACT *							
Will the proposed action result in:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index		
a. **Destruction or alteration of any site, structure or object of prehistoric historic, or paleontological importance?		Х						
b. Physical change that would affect unique cultural values?		х						
c. Effects on existing religious or sacred uses of a site or area?		х						
d. For P-R/D-J, will the project affect historic or cultural resources? Attach SHPO letter of clearance. (Also see 12.a.)		N/A						

No impacts are anticipated.

# SIGNIFICANCE CRITERIA

13. SUMMARY EVALUATION OF	IMPACT *								
SIGNIFICANCE Will the proposed action, considered as a whole:	Unknown	None	Minor	Potentially Significant	Can Impact Be Mitigated	Comment Index			
a. Have impacts that are individually limited, but cumulatively considerable? (A project or program may result in impacts on two or more separate resources that create a significant effect when considered together or in total.)		х							
b. Involve potential risks or adverse effects, which are uncertain but extremely hazardous if they were to occur?		X							
c. Potentially conflict with the substantive requirements of any local, state, or federal law, regulation, standard or formal plan?		х		,					
d. Establish a precedent or likelihood that future actions with significant environmental impacts will be proposed?		х							
e. Generate substantial debate or controversy about the nature of the impacts that would be created?		Х							
f. For P-R/D-J, is the project expected to have organized opposition or generate substantial public controversy? (Also see 13e.)		N/A							
g. For P-R/D-J, list any federal or state permits required.		N/A							

Evaluation and listing of mitigation, stipulation, or other control measures enforceable by the agency or another government agency: The grazing lease agreement between MFWP and the lessee would include all lease stipulations and enforceable control measures.

# PART III. NARRATIVE EVALUATION AND COMMENT

The proposed grazing lease renewal on the Beckman WMA would be used to continue to improve and maintain vegetative conditions for big game species (especially mule deer) that may utilize the WMA particularly during the spring and fall time periods. The proposed renewal is not expected to have significant impacts on the physical or human environment. Identified impacts are expected to be very minor. The project is expected to continue to benefit wildlife habitat conditions in the long-term.

## **PART IV. PUBLIC PARTICIPATION**

#### 1. Public involvement:

The public will be notified in the following manners to comment on this current EA, the proposed action and alternatives:

- A public notice in the *Great Falls Tribune* and *Lewistown News-Argus*.
- Public notice on the Montana Fish, Wildlife & Parks web page: <u>www.fwp.mt.gov</u> public notices.
- Copies of this EA will be distributed to the neighboring landowners and interested parties to ensure their knowledge of the proposed project.

This level of public notice and participation is appropriate for a project of this scope having limited and very minor impacts, which can be mitigated.

# 2. Duration of comment period:

Public comment period will run for 30 days (April 1, 2017 – April 30, 2017). Written comments will be accepted until 5:00 p.m., April 30, 2017 and can be mailed or emailed to the following:

Montana Fish, Wildlife and Parks
Beckman WMA Grazing Lease EA
4600 Giant Springs Rd
Great Falls, MT 59405
Phone 406-454-5860 or email to: gtaylor@mt.gov

# PART V. EA PREPARATION

1. Based on the significance criteria evaluated in this EA, is an EIS required? (YES/NO)? No

If an EIS is not required, explain why the EA is the appropriate level of analysis for this proposed action. It has been determined that no significant impacts to the physical and human environment will result due to the proposed action alternative, nor will there be significant public controversy over the proposed action; therefore, an Environmental Impact Statement is not required.

2. Person responsible for preparing the EA:

Sonja Andersen MTFWP Wildlife Biologist 215 W. Aztec Dr. Lewistown, MT 59457 (406) 538-4658 sandersen@mt.gov



#### **EXHIBIT A:**

# BECKMAN WILDLIFE MANAGEMENT AREA – ROE RANCH COOPERATIVE HABITAT MANAGEMENT/GRAZING SYSTEM PLAN

#### INTRODUCTION:

Montana Fish, Wildlife, and Parks (MFWP) considers Wildlife Management Areas (WMAs) as assets obtained to benefit wildlife, wildlife habitat, and the public. Secondly, WMAs are assets to influence the management of additional areas to benefit additional wildlife, wildlife habitat, and the public. For this reason, a cooperative habitat grazing system plan incorporating the Beckman WMA and adjacent private land, the Roe Ranch, was established in 2009. This plan was implemented to help the Roe Ranch meet its goals for livestock production while allowing MFWP to expand the influence of habitat management and public access on the Beckman WMA. The original cooperative agreement between the Roe Ranch and MFWP expired and has been renewed in 2018.

### LOCATION AFFECTED:

The 6,600 acre Beckman WMA is located in central Montana along the Judith River in Fergus County.

Legal Description:

Fergus County. 4,921 acres. (FWP-owned) T19N R16E Sections 27, 28, 29, 31, 32, 33, 34

T18N R16E Sections 3, 4, 5, 6, 9

T18N R15E Sections 1, 12

Fergus County. 2,695 acres. (Roe Ranch-owned)

T18N R15E Sections 1 and 12

T18N R16E Sections 6, 7, 8, 9, 16, 17, 18

#### **GOALS:**

- 1. Improve cottonwood/willow regeneration on the Judith River bottom in regards to cattle grazing. Monitor cottonwood/willow regeneration using standard techniques (Harrington 2005).
- 2. Improve the condition of woody shrub vegetation in woody draws. Monitor the condition of woody draws by using browse evaluation techniques (Keigley and Frisina 1998).
- 3. Improve the condition of grassland vegetation. Monitor the condition of grassland vegetation using standard techniques (Harrington 2005).
- 4. Improve residual cover of grasses.

#### **GRAZING ROTATION:**

The following pastures (Figure 1) and grazing rotation schedule (Table 1) incorporate 4,921 acres of the Beckman WMA with the neighboring Roe Ranch (2,695 acres) for a total of 7,616 acres. While livestock are not on the WMA year round, this schedule provides direction for the placement of up to 200 cows and up to 12 bulls throughout the entire year.

# 1. Spring - River Pastures (R1, R2, R3)

There are three pastures that make up the spring portion of this grazing system. Two pastures (R1, R2) are located on the WMA, and the third pasture (R3), is on the Roe Ranch. The pastures are located along 7 miles of the Judith River and Warm Spring Creek, and comprise riparian vegetation, hay land, and native habitats. Each pasture would be grazed once every 3 years during the months of April and May. Up to 418 AUMs are permitted (200 cows for two months, 12 bulls for one month.) Due to timing of calving season and delays that might occur, the Roe Ranch may turn their cattle into that year's designated River pasture after the beginning of April, but cattle must be removed from these pastures at the end of May.

For the 2018 and 2021 grazing seasons, R3 would receive the spring grazing treatment, when livestock grazing would be permitted from approximately the beginning of April until the end of May. Pastures R1 and R2 would be rested from all livestock grazing during 2018 and 2021.

For the 2019 and 2022 grazing seasons, R1 would receive the spring grazing treatment, when livestock grazing would be permitted from approximately the beginning of April until the end of May. Pastures R2 and R3 would be rested from all livestock grazing during 2019 and 2022.

For the 2020 and 2023 grazing seasons, R2 would receive the spring grazing treatment, when livestock grazing would be permitted from approximately the beginning of April until the end of May. Pastures R1 and R3 would be rested from all livestock grazing during 2020 and 2023.

# 2. Summer Pastures (S1, S2, S3)

There are three pastures that make up the summer portion of this grazing system. All 3 pastures are located on the WMA, and are located in the uplands above the river valley. These pastures mainly comprise native grasses and conifer stands, but also include stands of introduced grasses in areas that were historically cropped fields. Each year, one pasture is grazed during the growing season, one pasture is grazed during the post seed ripe season (usually beginning August 1), and one pasture is rested from grazing for the entire year. Up to 836 AUMs are permitted (200 cows for four months, 12 bulls for two months.)

For the 2018 and 2021 grazing seasons, cow-calf pairs and up to 12 bulls will be moved into Pasture S3 beginning approximately June 1 and would remain there until the end of July (growth period). At this time, the bulls would leave the grazing system. On August 1 (post seed ripe), cow-calf pairs will be moved into Pasture S1 and will remain there until the end of September. Pasture S2 will be rested from all grazing in 2018 and 2021.

For the 2019 and 2022 grazing seasons, cow-calf pairs and up to 12 bulls will be moved into Pasture S2 beginning approximately June 1 and would remain there until the end of July (growth period). At this time, the bulls would leave the grazing system. On August 1 (post seed ripe), cow-calf pairs will be moved into Pasture S3 and will remain there until the end of September. Pasture S1 will be rested from all grazing in 2016 and 2022.

For the 2020 and 2023 grazing seasons, cow-calf pairs and up to 12 bulls will be moved into Pasture S1 beginning approximately June 1 and would remain there until the end of July (growth period). At this time, the bulls would leave the grazing system. On August 1 (post seed ripe), cow-calf pairs will be moved into Pasture S2 and will remain there until the end of September. Pasture S3 will be rested from all grazing in 2020 and 2023.

#### 3. Fall and Early Winter Pastures (F1, F2, EW1, EW2)

There are two sets of pastures comprised of two pastures each that make up the fall/early winter portion of this grazing system. The fall pastures F1 and F2 are located on the WMA. There is one early winter pasture (EW1) located on the Roe Ranch and one early winter pasture (EW2) located on the WMA. Both sets of pastures (fall and early-winter) are located in the uplands along the western portion of the WMA, along Bally Dome Road. The fall pastures comprise native grasses and conifer stands in the hills, and stands of introduced grasses occur in areas that were historically cropped fields. The early winter pastures comprise introduced grasses and hay fields separated by native grassy draws. These pastures always receive growing season rest, and they receive alternate use for a few weeks every other year; fall pastures are used from approximately October 1 – October 20, and early winter pastures are used from approximately October 21 – November 30. Up to 134 AUMs are permitted on the fall pastures (200 cows for 0.67 months) and up to 314 AUMs are permitted on the early winter pastures (200 cows for 1.33 months, 12 bulls for 2.67 months).

For the 2018 grazing seasons cow-calf pairs will be moved into F1 on October 1 and will remain until October 20, when they will be moved to EW2 until the end of November. At that time, they will leave the WMA for the winter. Pastures F2 and EW1 will be rested from all livestock grazing during 2018.

For the 2019 grazing season, cow-calf pairs will be moved into F2 starting October 1 and will remain until October 20, when they will be moved to EW1 until the end of November. At that time, they will leave the WMA for the winter. Pastures F1 and EW2 will be rested from all livestock grazing during 2019. The schedule will repeat again starting in 2020.

## 4. Winter Pastures (W1, W2)

There are 2 pastures that make up the winter portion of this grazing system. Both pastures are located on the Roe Ranch, not on the WMA, and are located almost entirely in the uplands above the river valley. These pastures mainly comprise native grasses and conifer stands, but also include one hayfield in the river valley. These pastures always receive growing season rest, and they receive alternate use during the winter months only, from approximately December 1 – March 31. The winter pastures are the only

pastures on which cattle may be fed hay. Up to 872 AUMs are permitted on the winter pastures (200 cows for 4 months, 12 bulls for 4 months).

For the 2018 grazing season, cows will be moved from their early winter (EW2) pasture into W2 beginning on December 1 and will remain there until the end of March. Pasture W1 will be rested the entire year. For the 2019 grazing season, cows will be moved from the early winter pasture (EW1) into W1 beginning on December 1 and will remain there until the end of March. Pasture W2 will be rested the entire year. The schedule will repeat again starting in 2020.

Figure 1. Beckman WMA/Roe Ranch Grazing System with approximate fence boundaries.

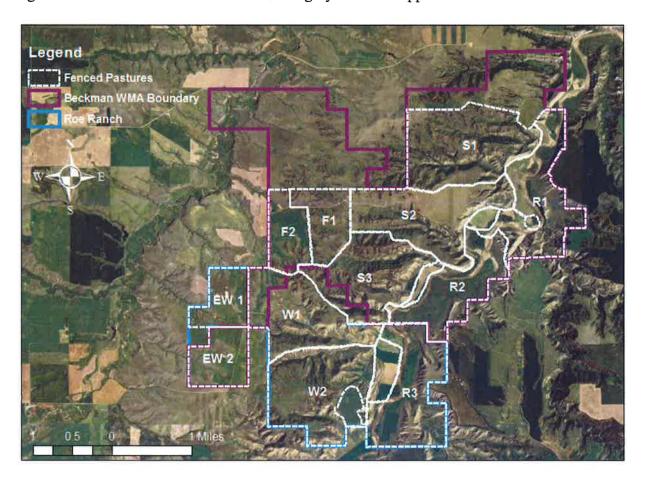


Table 1. Beckman WMA – Roe Ranch Grazing Rotation Formula.

Year		River (Spring) Pastures		Summer Pastures		Fall Pastures		Early Winter Pastures		Winter Pastures		
	R1	R2	R3	S1	S2	S3	F1	F2	EW1*	EW2	W1	W2*
2018	R	R	S	LS	R	ES	F	R	R	EW	R	W
2019	R	S	R	R	ES	LS	R	F	EW	R	W	R
2020	S	R	R	ES	LS	R	F	R	R	EW	R	W
2021	R	R	S	LS	R	ES	R	F	EW	R	W	R
2022	R	S	R	R	ES	LS	F	R	R	EW	R	W
2023	S	R	R	ES	LS	R	R	F	EW	R	W	R

R = Yearlong rest from livestock grazing.

S = Spring livestock grazing (April 1 - May 31).

ES = Early Summer livestock grazing (June 1 - July 31; before seed-ripe).

LS = Late Summer livestock grazing (Aug 1 – Sept 30; after seed-ripe).

F = Fall livestock grazing (Oct 1 - Oct 20).

EW = Early Winter livestock grazing (Oct 21 - Nov 30).

W = Winter livestock grazing (Dec 1 - Mar 31).

<sup>\* =</sup> Roe Ranch deeded pastures

<sup>=</sup> Grazed by livestock



# EXHIBIT B: BECKMAN WILDLIFE MANAGEMENT AREA – ROE RANCH HABITAT/GRAZING SYSTEM STIPULATIONS

Cattle (maximum 200 cows with calves and 12 bulls) and horses (maximum 3) are the only classes of livestock that will be used in this grazing system. The Roe Ranch horses can also be kept in their corrals, calving paddock, hay meadows, or heifer pasture. The Roe Ranch horses may also be moved into the designated winter pasture if/when the bulls are.

The Roe Ranch will be responsible for moving cattle between pastures as described by the grazing rotation formula in Table 1, EXHIBIT A.

Cattle may be moved across rested pastures when moving cattle during scheduled pasture rotations. Such cattle movements will be made in as timely a manner as possible.

The Roe Ranch River Pasture (R3) has less grazing capacity than the other two River pastures (R1 and R2). To increase the capacity of R3, when R3 is grazed, cattle will have unrestricted access to the hay meadows that are located in R3 on the east side of the Judith River.

Moving cattle from the 1<sup>st</sup> (early summer) to the 2<sup>nd</sup> (late summer) pasture each year will occur about August 1, when the majority of seed produced by blue bunch and western wheat-grass have reached seed ripe stage.

To facilitate herd management, bulls (12 or less) may be run with cows on the Beckman WMA during May on the scheduled River (Spring) Pasture, and during June and July on the scheduled Early Summer Pasture, after which time they will be removed from the Beckman WMA and taken to the Roe Ranch and placed in the heifer pasture, or to some other property not associated with this habitat/grazing system. Bulls may also be placed on the Roe's Winter Pasture (W1 or W2) that is scheduled for grazing later that year, or on the Roe's Early Winter Pasture (EW1 or EW2) that is scheduled for grazing by cows later that year, whichever is more convenient and removed from cow-calf pairs.

Hay will not be fed on the Beckman WMA except under unusual circumstances (e.g., severe snowstorms) with approval of the MFWP Region 4 Wildlife Program Manager.

Weaned replacement heifers will be run on the Roe Ranch hay meadows on the west side of the Judith River or in a pasture that is proposed specifically for this purpose, which the Roe Ranch will construct within what is now the Winter Pasture W2 (the larger and more southerly of the two winter pastures).

## TERMS OF PAYMENT AND SERVICES PROVIDED

- 1. Depending on the grazing schedule, a range of a minimum of 1,229 AUMs to a maximum of 1,702 AUMs would be provided under the terms of this grazing lease, annually. Up to 418 AUMs would be provided on the spring pastures (R1, R2), up to 836 AUMs would be provided on the summer pastures (S1, S2, S3), up to 134 AUMs would be provided in the fall pastures (F1, F2), and up to 314 AUMs would be provided in the early winter pasture (EW2).
- 2. Value of this grazing lease would be determined annually based on the standard FWP rate for that year, which is based on the annual USDA NASS surveys for grazing rates on private, non-irrigated grazing land for Montana. The Standard 2017 rate is \$24.00 per AUM and the reduced FWP rate is \$12.00 per AUM. As per MFWP policy, ½ the low rate (\$6.00) may be offered as an incentive for the lessee to incorporate land and be responsible for WMA fence maintenance services, as occurs with this grazing agreement. Payment for this grazing lease shall be considered from exchange of use of land and additional services provided by the Lessee. Specific services and payments in addition to exchange of use would be negotiated annually between the FWP and the Lessee, and are generally outlined below:

### a. Exchange of Use

- i. Approximately 2,695 acres owned by the Roe Ranch shall be managed to provide enhanced wildlife habitat for deer and upland game birds.
- ii. During the initial grazing lease, the Roe Ranch agreed to an exchange of use of approximately 155 acres of MFWP (Beckman WMA) land in Pasture W1, for approximately 160 acres of Roe Ranch land in Pasture S3. This exchange of use resulted in a fence location that minimized fencing costs and maintenance while improving forage availability and utilization in pastures W1 and S3. This exchange of use will continue with the lease renewal.
- iii. The Roe Ranch will forfeit harvesting hay in their early winter pasture EW1, so that forage is available for livestock and/or wildlife use.
- iv. The Roe Ranch shall adhere to the grazing formula on their privately owned pastures for the term of this lease. This includes growing season rest all 2,695 acres of the ranch every year, except for during 1 month, every 3<sup>rd</sup> year, when the Lessee's spring pasture is scheduled for grazing. Otherwise, the entire ranch will be grazed only in the winter and early spring months on an alternating year basis.

v. The Roe Ranch agrees to only run weaned replacement heifers on their hay meadows on the west side of the Judith River, or in a pasture, located outside of the grazing system that is constructed specifically for this purpose. It is located directly adjacent to the winter pasture W2. These weaned replacement heifers will not be run on the Beckman WMA or Roe Ranch between June and October. Bred replacement heifers may be wintered on the Roe Ranch—either on the Roe Ranch hay meadows on the west side of the Judith River, or on the Winter Pasture with and containing their older cows.

#### b. Services Provided

- i. The Roe Ranch is responsible for the routine maintenance of internal and boundary fences, to prevent livestock from trespassing onto all lands included within this cooperative grazing system.
- ii. The Roe Ranch will be responsible for the removal of all trespass livestock on all lands included within this cooperative grazing system. During the time that individual pastures are scheduled for rest, the Roe Ranch will be responsible for keeping livestock out of these rested pastures.
- iii. The Roe Ranch is responsible for the routine maintenance of water systems.
- iv. The Roe Ranch will be responsible for moving cattle between pastures as described by the grazing rotation formula in Table 1, EXHIBIT A.

#### c. Access Provided

- i. The Roe Ranch agrees to continue to allow free public hunting (no outfitting and no fees charged for hunting) on their ranch during the period that the Beckman WMA–Roe Ranch grazing system is in effect.
- ii. The Roe Ranch agrees to allow unlimited walk-in access and/or hunting (i.e., asking for permission is not required) during all legally defined hunting seasons, as long as hunters enter the Roe Ranch, on foot, directly from the Beckman WMA or, on foot, directly from the Bally Dome county road, so long as the Roe Ranch has the right to evict individual hunters who do not walk in and/or comply with Montana state laws. Hunters may hunt the Roe Ranch in the exact same way as they hunt the Beckman WMA (i.e., they must park their vehicle and hunt on foot and pack their game out on foot).

# d. FWP Responsibilities

- i. FWP will be responsible for providing materials required for maintaining fences and water systems on MFWP-owned lands included within this grazing system.
- ii. FWP will also provide certain direction and technical assistance to ensure the grazing system operates smoothly.



# EXHIBIT C: BECKMAN WILDLIFE MANAGEMENT AREA – ROE RANCH HABITAT/GRAZING SYSTEM JUSTIFICATION

In 2006, Montana Fish, Wildlife, and Parks (MFWP) and the Roe Ranch entered into a cooperative habitat management agreement that created a grazing system on a portion of the Beckman WMA with the entire Roe Ranch. The Roe Ranch, located immediately south of the Beckman WMA, comprises a sizable, important portion of the overall habitat complex used by much of the wildlife that inhabit the Beckman WMA. However, by necessity, the ranch had a history of high (cattle) stocking rates, as did the property that is now the Beckman WMA, which had a negative impact on some of the native plant communities.

Montana Fish, Wildlife, and Parks, in cooperation with the Roe Ranch, developed a coordinated rest-rotation grazing system to enhance wildlife habitat on both the Beckman WMA and Roe Ranch for resource, landowner, and public benefit. Specifically, the grazing system was designed to improve habitat quality and quantity for a variety of wildlife species, particularly mule and white-tailed deer, sharp-tailed grouse, Merriam's turkeys, and ring-necked pheasants.

Wildlife habitat would be enhanced by resting, deferring and rotating cattle grazing on certain key pastures at precise times, and by stocking the grazed pastures at levels that will insure that the condition of the upland and riparian plant communities are significantly improved.

To facilitate habitat improvements, the grazing system incorporated approximately ½ of the animal unit months (AUMs) of cattle grazing that historically occurred on the same area of land. In addition, the Roe Ranch no longer received season-long or growing season use by livestock. Instead, the ranch was only grazed during winter, every other year, or during early springs every third year. On the WMA, livestock were rotated on certain key pastures at precise times to ensure that the condition of the upland and riparian plant communities improved. This included growing season, deferred and year-long rest treatments.

Creation of this cooperative grazing system required new infrastructure, which included fence construction and water development on both the WMA and on the Roe Ranch. The Department was responsible for infrastructure development on WMA lands, and the Roe Ranch was responsible for infrastructure development on privately-owned lands. Once the construction phase was completed, the grazing system commenced in the spring of 2009.

This grazing system reduced overall cattle grazing on seven miles of riparian vegetation along the Judith River and Warm Spring Creek (approximately 1200 acres of river/creek bottom vegetation), with the goal of increasing quantity and quality of cottonwood and willow dominated plant communities, which would directly benefit white-tailed deer, mule deer, Hungarian partridge, ring-necked pheasants, Merriam's turkeys, mourning doves, and numerous non-game wildlife species. Goals for the uplands included improving condition of woody shrub

vegetation in woody draws, condition of grassland vegetation, and increased grass residual, which would directly benefit mule deer, white-tailed deer, sharp-tailed grouse and Merriam's turkeys.

With public hunting in mind, this grazing system is also designed to minimize conflicts between hunters and cattle (and cattle management). For instance, during the spring turkey season, most turkeys and turkey hunting will occur in the three Summer and two Winter Pastures that are located immediately uphill from the three River Pastures (of which two will not be grazed each year).

During the summer months, when the public prefers to use the river and river bottomlands, cattle will be in the uplands and not on the Judith River. In the fall, archery hunters will either be along the river, or in the upland conifer timber habitats. At this time cattle will not be in the river bottom, and only in one of three Summer Pastures or one of two Fall Pastures, and not in either of the two Winter Pastures.

Most upland bird hunting will occur on the river bottom or in the grasslands in the uplands. Cattle will not be on the river or in the 2 Winter Pastures, and only in 1 of 2 Fall Pastures or 1 of 2 Early Winter Pastures during the major portion of the bird season. And during the 5-week rifle season cattle will not be on the river bottom or in the conifer timber in the uplands where most rifle hunting will occur.

Although started, evaluations to determine changes to the cottonwood and willow dominated plant communities, woody shrub vegetation in woody draws, condition of grassland vegetation, and grass residual cover are not complete at this time. The Department needs to complete these evaluations to ensure the goals of this original cooperative habitat management agreement are being met.

In exchange for grazing the Beckman WMA, the Roe Ranch also agrees to allow free, unlimited walk-in public hunting on their ranch during Fish and Wildlife Commission-approved seasons, similar to how public hunting occurs on the Beckman WMA. The Roe Ranch also agrees to perform the following ranch management operations necessary for the Beckman WMA – Roe Ranch Cooperative Habitat Management Agreement:

- The Roe Ranch agrees to enter into this grazing system without increasing cattle numbers from what they currently run on their ranch, except by mutual agreement.
- The Roe Ranch agrees to limit grazing practices on their private lands for primarily winter and early spring use.
- The Roe Ranch agrees to graze their hay fields (1st cutting) on the east side of the river in River Pasture R3, on the years that pasture R3 is scheduled for use.
- The Roe Ranch agrees to cease harvesting hay, every year, in their Early Winter Pasture EW1, so that forage is available for livestock and/or wildlife use.
- The Roe Ranch agrees to continue the exchange of use of ~155 acres of MFWP (Beckman WMA) land in Pasture W1, for ~160 acres of Roe Ranch land in Pasture S3. This exchange of use will result in a fence location (referenced above) that will minimize

- fencing costs and maintenance while improving forage availability/utilization in pastures W1 and S3.
- The Roe Ranch agrees to maintain all livestock watering systems (on the Beckman WMA and Roe Ranch) and to pay the costs of operating said water systems (including all electrical costs and routine maintenance).
- The Roe Ranch agrees to maintain all of the interior and boundary fences, and to prevent and remedy trespass livestock problems as they arise.